



CITY OF WARWICK
PURCHASING DIVISION
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL. (401) 738-2000, ext. 6240
FAX (401) 737-2364

SCOTT AVEDISIAN
MAYOR

JAMES F. MARCELLO
PURCHASING AGENT

The following notice is to appear on the City of Warwick's website Wednesday, September 24, 2014.
The website address is <http://www.warwickri.gov/bids>.

CITY OF WARWICK
PROPOSALS REQUESTED FOR

RFP #2015-148 Tax-Exempt Master Lease Purchase Program

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Wednesday, September 24, 2014.

Sealed proposals will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 2:00 PM, Monday, October 6, 2014. The proposals will be opened publicly commencing at 2:00 PM on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive proposal price.
Please note that no proposals can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, Ext. 6241 at least 48 hours in advance of the proposal opening date.

Original Signature on File

James F. Marcello
Purchasing Agent

THIS PAGE SHOULD BE SUBMITTED WITH YOUR PROPOSAL

Acknowledgement of Addendum (if applicable)

Addendum Number

Signature of Bidder

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____ *

*Please include your email address. Future proposals will be emailed, unless otherwise noted.

=====

II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above proposal and hereby enters into a contract with the above party to pay the proposal price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

RFP #2015-148

PURCHASING AGENT

CERTIFICATION & WARRANT FORM

**This form must be completed and submitted with sealed proposal.
Failure to do so will result in automatic rejection.**

Any and all proposals shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16-Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the proposal or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

**CITY OF WARWICK
NOTICE TO BIDDERS**

RFP #2015-148 Tax-Exempt Master Lease Purchase Program

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Wednesday, September 24, 2014.

Sealed proposals will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until **2:00 PM**, Monday, October 6, 2014. The proposals will be opened publicly commencing at **2:00 PM** on the same day in the Lower Level Conference Room, Warwick City Hall.

The opening of proposals shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any proposals on that item have been opened, no other proposals on that item will be accepted and any such proposal shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a proposal thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the proposal or has participated in contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for proposals, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

One (1) original and two (2) copies, including an electronic copy on disk in each copy, should be submitted in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "RFP #2015-148 Tax-Exempt Master Lease Purchase Program." All financial statements shall be included in a separate envelope clearly marked with the company name, RFP # and "CONFIDENTIAL/FINANCIAL STATEMENTS."

Proposals received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified. No proposals shall be accepted via facsimile or email.

Should you have any questions, please contact Adam Krea, FirstSouthwest, at 401-334-4963 or adam.krea@firstsw.com.

All proposals should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the proposal will deviate from specifications.

The IRS Form W-9 attached should be completed and submitted with the proposal if the bidder falls under IRS requirements to file this form.

Prices to be held firm one (1) year from date of award. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The Purchasing Agent reserves the right to reject any and all proposals, to waive any minor deviations or informalities in the proposals received, and to accept the proposal deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents proposal or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the proposal specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to proposal specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

CITY OF WARWICK, RHODE ISLAND

**REQUEST FOR PROPOSALS
SEPTEMBER, 2014**

TAX-EXEMPT MASTER LEASE PURCHASE PROGRAM

The City of Warwick (the "City") is soliciting proposals from qualified financial institutions for Tax-Exempt Equipment lease purchase services.

This is a Request for Proposals, not an Invitation to Bid. Responses will be evaluated on the basis of the relative merits of the proposal, and the best interests of the City.

A copy of the Request may be obtained at the Office of the Purchasing Division, City of Warwick, 3275 Post Road, Warwick, Rhode Island 02886 during normal business hours of 8:30 AM-4:30 PM, Monday – Friday.

One (1) original and two (2) copies of each proposal, including an electronic copy on disk in each copy, should be submitted in a sealed envelope clearly marked RFP #2015-148 Tax-Exempt Master Lease Purchase Program and delivered to the Purchasing Division no later than 2:00 PM on Monday, October 6, 2014. All financial statements shall be included in a separate envelope clearly marked RFP #2015-148 Tax-Exempt Master Lease Purchase Program, to include the proposer's company name and "CONFIDENTIAL/FINANCIAL STATEMENTS."

Questions may be directed to the City's Financial Advisor, Mr. Adam Krea at: 401-334-4963 or by e-mail: adam.krea@firstsw.com

**Adam S. Krea
Vice President
FirstSouthwest
12 Breakneck Hill Road, Suite 200
Lincoln, Rhode Island 02865**

**CITY OF WARWICK, RHODE ISLAND
REQUEST FOR PROPOSALS
TAX-EXEMPT MASTER LEASE PURCHASE PROGRAM**

INTRODUCTION

The City of Warwick (the “City”) is seeking proposals from qualified financial institutions to provide tax-exempt lease purchase arrangements for capital equipment for the City and in accordance with the terms of this Request.

This is a Request for Proposals, not an Invitation to Bid: responses will be evaluated on the basis of the relative merits of the proposal, in addition to price. Further, the names of offerors who have submitted proposals will be made public.

INSTRUCTIONS AND NOTIFICATION TO OFFERORS:

- Potential offerors are advised to review all sections of this Request carefully and to follow instructions completely as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request may be rejected as being non-responsive.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content, shall be borne by the offeror. The City assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the Finance Director.
- All pricing submitted will be considered firm and fixed unless otherwise indicated herein.
- Proposals misdirected to other City locations or which are otherwise not present in the Purchasing Division at the time of opening for any cause will be determined to be late and will not be considered. **FAXED PROPOSALS WILL NOT BE CONSIDERED.**
- It is intended that an award pursuant to this Request will be made to a qualified financial institution, which will assume responsibility for all aspects of the lease purchase. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the offeror’s proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall not have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040).

- Proposers are advised that all materials submitted to the City for consideration in response to this Request will, upon opening of the Proposals (for materials described in Section 37-2-18(d) of the General Laws of Rhode Island) and after an award (for other matters), be considered to be public records, as defined in Title 38, Chapter 2 of the Rhode Island General Laws.

SPECIFICATIONS

Notice of Request: The City seeks to secure a tax-exempt master lease purchase agreement for the acquisition of capital equipment. The commitment between the City and the successful bidder (the “Lessor”) is expected to continue for a period of one (1) year from the date of award and will be executed through a standardized leasing document. The City and the Lessor will enter into a Master Lease Purchase Agreement (the “Master Lease”). The City intends to acquire capital equipment under the Master Lease by utilizing one or more “takedowns”. The City expects to acquire the equipment listed on Attachment A hereto, in the estimated amount of \$2,155,930 as the initial takedown, on or before November 6, 2014. To the extent there is more than the initial takedown, the interest rate will vary with each takedown based upon a specific index, as noted herein. When issuance takedown occurs under the Master Lease, the rate is fixed for that particular takedown. There is no limit to the number of takedowns under the Master Agreement. The City reserves the right to utilize an escrow fund for each takedown. To this end, the Purchasing Division sets forth the following specifications.

Specifics

1. **Leasing Documents:** The lease documents to be used in the transactions will be standard tax-exempt lease documents. The final form is subject to negotiation prior to final acceptance and approval by the Lessee’s attorney.
2. **Leasing Rates:** The firm selected will provide funding over the life of the contract at a fixed rate calculated by the basis point relationship to the FEDERAL RESERVE H.15 5-YEAR SWAP INDEX as provided in the response to this proposal.
 - a) The fixed tax-exempt interest rate for each takedown will be calculated at funding according to the following formula:

 Five-year US Treasury Swap Index times _____, plus _____ basis points. The index on which the interest rates are based is Federal Reserve H.15 Daily 5-Year Swap Index. Proposals should assume annual principal and interest payments. Payments will be calculated on a 30/360 day basis. A sample amortization schedule for the full equipment cost (and City fees) is attached. Please use the Federal Reserve H.15 Daily 5-Year Swap Index dated the close of business on September 30, 2014.
 - b) The Lessee has the option to prepay outstanding principal under a takedown at the time of any lease payment (annual prepayment option). Any prepayment premium or penalty should be outlined in the proposal and included in the annual purchase price option.
 - c) The City will determine the financing term (e.g., 3 year, 5 year, etc.) for each takedown.

d) LEASE PAYMENTS WILL BE SUBJECT TO ANNUAL APPROPRIATION BY THE CITY COUNCIL.

3. Lessor Compensation: Bidders are asked to include information on any escrow programs that they have available. All fees should be detailed along with who will be responsible for these fees. Fees should be embedded in the All In Cost (AIC) for each funding.
4. Lease Funds: If the City chooses to place funds in an interest-bearing escrow account, investment decisions will be the responsibility of the Finance Director, or his designee, with review and approval by the Lessor. Interest earnings will begin to accrue at the time of delivery of the funds to the City's account and will accrue to the benefit of the City.
5. Title: Title will be vested with the Lessor during the term of the lease. The Lessor will be listed as first lien holder on all title certificates.
6. Exclusivity: It is expected that the City will provide lease-purchase arrangements for the equipment listed in Attachment "A" during the fiscal-year ending June 30, 2015, however, such amounts are estimated only and do not bind the City to acquire any definite amount. The actual amounts will depend upon the City's ultimate requirements.
7. Expenses: Any fees or expenses of the Lessor are to be included within the interest quote or in principal amount funded. All fees and expenses must be clearly identified with each proposal. Note that the City does not anticipate paying any closing costs or annual/ongoing fees.
8. Equipment Procurement: The City will be responsible for developing specifications for equipment, conducting the bidding process and inspecting and accepting the equipment. All equipment will be new.
9. Subject to Annual Appropriation: The City's obligations under the Master Lease will be subject to annual appropriation by the City Council. Neither the City's full faith and credit nor its taxing power will be pledged to the Master Lease nor will any obligation under the Master Lease constitute a general obligation debt of the City.
10. Net Lease: The Lessee will be responsible for all costs and expenses such as maintenance.
11. Bank Qualification: The City will not designate the Fiscal Year 2015 Funding as Bank Qualified.
12. Certificates of Participation: Publicly offered COPs will not be allowed.
13. Assignment: No assignment of any interest in a takedown is permitted without the City's prior written consent.
14. Conditions Precedent to Delivery: The following, among other things, are conditions precedent to the funding of each takedown.
 - No Litigation Certificate: Upon funding of each takedown, the City shall deliver, or cause to be delivered, a certificate of the City, dated the date of delivery, to the effect

that there is no litigation pending or, to the knowledge of such officer, affecting the validity of the funding or the ability of the City to pay same.

- Form 8038G/GC.
- Tax/No-Arbitrage Certificate (if escrow funded).

15. Continuing Disclosures: The City will not be responsible for complying with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (the “Rule”) in connection with this funding.

16. Term: This Master Lease will be in effect for a period of one (1) year after date of award. Upon mutual written agreement, the Master Lease may be extended one (1) additional year.

17. Lowest Proposal: The City reserves the right to reject the lowest proposal. It may also reject any and all proposals.

18. Award: Expected at either the October 15, 2014 or October 20, 2014 City Council Meeting.

QUALIFICATIONS

Vendors must document experience in working with municipalities on tax-exempt lease programs. Vendor proposal should include trustee services, if necessary, either as a Department of the vendor or by some other identified organization and all other fees and expenses such as legal fees, management fees and administrative fees must be included and clearly disclosed. Individuals responsible for working with the City should be identified in the proposal.

BID PROPOSAL

Interested offerors may submit proposals to provide services covered by this request on or before Monday, October 6, 2014 at 2:00 PM. Proposals received after this time and date will not be considered.

Vendor must guarantee a fee (all-inclusive) and pricing schedule as follows:

Fees and expenses: Any fee or expense should be noted separately in the proposal and state that the fee will be incorporated into the lease issue and/or principal payments.

Cost pricing: In accordance with the index on which the interest rates are based prior to submission date. Proposal should assume annual rental payments.

SELECTION

Selection will be based upon the proposal, pricing guarantee, qualifications and experience of the vendor and quality of the proposal. All criteria will be weighed equally in the selection. Contract award will be for a one (1) year period with an option, as mutually determined by the City and the Lessor, to renew for one (1) additional year. The City may reject any and/or all proposals and the right to waive any informalities relating to the proposals if it is in the public interest to do so.

MISCELLANEOUS

TITLE: Title will remain with the Lessor throughout the term of the lease. Upon the last payment, title shall pass to the Lessee for a fee of one dollar (\$1.00). All titles will be mailed as a group with lien releases to the City of Warwick, Attention: Finance Director.

NET LEASE/SUBJECT TO ANNUAL APPROPRIATION: The Lessee will be responsible for costs and expenses such as taxes, maintenance and insurance.

PROPOSAL SUBMISSION: In addition to listing experience with Tax-Exempt Master Lease Agreements, please forward a current financial statement on your firm and, in addition to providing your pricing schedule as a spread in relationship to the 5-year Federal Reserve Swap Index, include sample debt service schedules based on the following example:

Sample Level Debt Service Schedule

| | |
|---|---|
| Term: | 5 Years |
| Principal Amount (project costs): | \$2,155,930 |
| Dated Date: | November 6, 2014 |
| Settlement Date: | November 6, 2014 |
| Interest Calculation: | 30/360 in arrears |
| Final Maturity: | November 1, 2019 |
| Annual Principal and Interest Payments: | Level Debt Service November 1, 2015 – November 1, 2019 |

Include AIC (All-In-Costs) Calculation

Please use the Federal Reserve H.15 Daily 5-Year Swap Index dated the close of business on September 30, 2014.

ANTI-KICKBACK ACKNOWLEDGEMENT

All vendors must read and attest to the following:

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered; paid or been solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by an officer, employee or member of the governing body of the City of Warwick, Rhode Island who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges that he/she has not offered, paid, or solicited by way of contribution or compensation, nor has he/she granted a gift, gratuity, or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the City of Warwick, Rhode Island who exercises any functions or responsibilities in connection with either the award or execution of the project which this project or contract pertains.

Vendor Signature

Date

Title

Vendor

Title of RFP

ATTACHMENT A
LIST OF EQUIPMENT

| DESCRIPTION | AMOUNT |
|-------------------------------|---------------|
| | |
| Police Cars | \$ 403,371 |
| | |
| 2 Side Loader Refuse Vehicles | \$ 1,599,470 |
| | |
| 2 Buses | \$ 153,089 |
| | |
| Total | \$ 2,155,930 |

CITY OF WARWICK
PROPOSAL AND CONTRACT FORM

TITLE OF SPECIFICATION: RFP #2015-148 Tax-Exempt
Master Lease Purchase Program

I. PROPOSAL:

WHEREAS, the CITY OF WARWICK has duly asked for proposals for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price below;

This offer shall remain open and irrevocable for sixty (60) days during which the CITY OF WARWICK will have accepted this proposal or another proposal on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the proposal into a contract. This proposal and contract shall be secured by Bonds, if required by the specifications.

TOTAL INTEREST COST: 5 YRS = _____ AS SUBMITTED IN PROPOSAL